Item No. 5E

CITY OF FLAGSTAFF
STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Elizabeth Neumayer, 779-7685 ext. 7305
Community Enrichment Services Director

Date: August 26, 2008

Meeting Date: September 2, 2008

Title: Consideration of an Intergovernmental Agreement Renewal between the City of Flagstaff and Flagstaff Unified School District # 1 for the Joint and Mutual Use, Operation and Maintenance of their Respective Recreational and Related-Use Facilities and Sports Fields.

Recommended Action:

Approve Renewal of Intergovernmental Agreement.

ACTION SUMMARY:

Council authorization of an Intergovernmental Agreement ("IGA") renewal between the City of Flagstaff ("City") and Flagstaff Unified School District # 1 ("District") for the joint use of recreational facilities and sports fields.

DISCUSSION:

Background/History:

The City and the District entered into an Intergovernmental Agreement on October 15, 1996, for the joint use of recreational fields and facilities (gymnasiums). Within the agreement, the City committed to expend amounts in excess of one million dollars ($1,000,000) to improve certain District school playing fields which were funded through the 1996 Bond Election. These fields included Mt. Elden Middle School's multi-use field and landscaping; Killip Elementary School's three (3) multi-use fields, landscaping and play area; Christensen Elementary School's multi-use field, trail, and environmental study area; Sechrist Elementary School's two (2) multi-use fields; and Thomas Elementary School's multi-use field. The City continues to perform ongoing maintenance at these sites. The duration of the agreement was for a period of (10) years from the effective date, with the expiration in October 2006. Additionally, the City and District participated in separate 10-year Intergovernmental Agreement for use of District pools for public recreation use, in the absence of a municipal pool facility. That IGA expired August 1, 2005.

Under former City and District leadership, the idea was explored to take all IGA's between the City and the District and combine them into one agreement. The City took a close look at all program and property issues with respect to the School District and began lengthy discussions, with the intent to develop a framework and structure to future agreement discussions. It became apparent that renewals of the pools and facilities agreements would not be made prior to sunset. Two different extensions to the termination date of the pools IGA were done: The first amendment in July 2005 (for a period of 180 days) and the second amendment in April 2006 (for a period of 360 days). In both cases, pools and facilities, we have been operating without an Intergovernmental Agreement since 2006. The past two years have been dedicated towards negotiating mutually agreeable terms and conditions.

Key Considerations:

District fields and gymnasiums are essential to the City's recreational sports operations and programming, as outside user group scheduling often prohibits availability of the use of our own amenities. With the opening of the Flagstaff Aquaplex, we will require less use of District gymnasiums and pools, but a need for some use will still exist.

Community Benefits and Considerations:

The City of Flagstaff's Community Enrichment Services Division offers numerous recreational programs for all ages of the community. Without the use of the District fields and facilities, the City would be unable to meet the community's sports needs at this time. The City recognizes the great importance of continuing the agreement so that the community as a whole is able to benefit from the services and opportunities offered as a result of the cooperation between the City and the District.

Financial Implications:

Under the terms of the new agreement, the City is responsible for an annual payment to the District of $25,000 for the maintenance and repair of District facilities (gymnasiums). Costs incurred by the District relative to custodial care, equipment use, and small overheads for heating, lights, water, garbage, consumables, and the use of bathroom facilities are recognized by this contribution. This is currently budgeted under account number 001-3002-521-2201 in the FY09 budget. An approximate total of District gymnasium use hours by public recreation programs are somewhere in the area of 2,150 hours per year.

An additional financial implication is the annual costs associated with the maintenance of the District fields at the five locations. This averages approximately $227,000.

Options and Alternatives:

- Approve Agreement, as presented
- Modify agreement, with changes
- Do not approve an agreement renewal and seek other options

Attachments/Exhibits:

- Intergovernmental Agreement

Department Head

INITIALS	RESPONSIBILITY	DATE	INITIALS	RESPONSIBILITY	DATE
	BIDS/PURCHASES			FINANCE/BUDGET	
	GRANTS			CONTRACTS	
MD	LEGAL	8/26/08		IGAS	

DATE OF COUNCIL APPROVAL: _____

INTERGOVERNMENTAL AGREEMENT FOR
FACILITIES USE, MAINTENANCE AND REPAIR
BETWEEN
THE CITY OF FLAGSTAFF
AND
FLAGSTAFF UNIFIED SCHOOL DISTRICT #1

This Facilities Use Agreement (the "Agreement") is made as of the _____ day of _____, 2008, by and between the City of Flagstaff (the "City"), a municipal corporation duly organized and existing in the County of Coconino and State of Arizona, with offices at 211 West Aspen Avenue, Flagstaff, Arizona 86001, and the Governing Board of Flagstaff Unified School District #1 (the "District"), a school district duly organized and existing in the County of Coconino and State of Arizona, with offices at 3285 East Sparrow Avenue, Flagstaff, Arizona 86004, collectively referred to in this Agreement as the "Parties."

RECITALS

WHEREAS, both Parties own and operate several recreational and related-use facilities and sports fields; and

WHEREAS, the District has facilities it is willing to share with the City and the general public and the City has facilities it is willing to share with the District; and futher, neither of the Parties use their facilities full-time, year-round, and the Parties desire to work closely to share facilities in order to promote the general welfare, to allow for a more efficient expenditure of public funds and to maximize service to the community; and

WHEREAS, the City electors voted in favor of expending amounts in excess of One Million Dollars ($1,000,000) to improve certain of the District's school playing fields in a September 1996 special bond election, and the City continues to fund ongoing maintenance for said fields; and further, the Parties have determined that it is also in their mutual interests for the City to provide limited, periodic financial assistance to the District for the purpose of maintaining District fields used by the City and the public that are covered by this Agreement; and

WHEREAS, the City recognizes that the District maintains and the City and the general public use certain assets that are recreational amenities to the community, and it is the intent of the City that those assets be considered for improvement as part of future City bond issues; and

WHEREAS, the City assesses fees to the general public for use of District owned facilities; and

WHEREAS, the Parties wish to set forth their agreement regarding the joint and mutual use, operation and maintenance of their respective recreational and related-use facilities, all on the terms and conditions hereinafter set forth; and

WHEREAS, the City has determined that the consideration it will receive from the District is adequate and that the Parties will receive roughly equivalent value as a result of this exchange; and

WHEREAS, the District has determined that the consideration it will receive from the City is adequate and that the Parties will receive roughly equivalent value as a result of this exchange; and

NOW, THEREFORE, pursuant to Arizona Revised Statutes Section 11-952, authorizing contracts between public agencies for joint or cooperative action, Arizona Revised Statutes Sections 15-341, 15-342, 15-363 and 15-364, authorizing school districts, *inter alia*, to manage, control, furnish, repair and improve school property, to enter into intergovernmental agreements, and to contract with cities for the cooperative maintenance, operation and use of recreational facilities, Article I, Section 3 of the Flagstaff City Charter, authorizing the City to enter into contracts with political subdivisions of the state, and the inherent powers of the City to provide for the health and welfare of its citizens, and in consideration of the premises and the mutual covenants contained herein, the Parties agree as follows:

AGREEMENT

The foregoing recitals are incorporated in this Agreement by this reference.

DEFINITIONS:

A. "Host Party" shall mean the Party to this Agreement who holds title to the Facility.

B. "Visiting Party" shall mean the Party to this Agreement who is requesting use of a Host-Party Facility as well as all invitees of the Visiting Party, which will sometimes include the general public.

C. "Recreational Facilities" shall mean playing fields, indoor recreational centers, gymnasiums, running tracks, meeting rooms, classrooms, community centers, auditoriums and multi-use rooms, and all facilities appurtenant thereto or necessary for the use thereof, sometimes referred to herein simply as "Facilities". Swimming pools, administrative areas, libraries, public safety facilities, transportation facilities, maintenance facilities, warehouses and similar facilities shall not be included within the meaning of the term "Recreational Facilities" as used herein and are not within the ambit or intended purpose of this Agreement. A list of the Recreational Facilities is attached as Exhibit A to this Agreement. The list indicates Facilities owned by the District and used by the City, Facilities owned by the City

and used by the District, and Facilities owned by the District and used by the general public. Additional Facilities may be added to Exhibit A upon the consent of both parties informally by administrative action.

D. "School Hours" means 7:30 a.m. through 3:30 p.m., Monday through Friday, August through June except school holidays and breaks.

E. "Non-school Hours" means all times other than School Hours and includes all school holidays and breaks.

F. "Users" means all groups invited or otherwise permitted to use the Facilities by the Visiting Party.

SECTION 1: USE OF FACILITIES

A. For and during the term of this Agreement, the Host Party hereby grants the Visiting Party a non-exclusive license to use, operate and maintain the Host Party's Facility when the Visting Party is scheduled to use the Facility as described in Section 2 Paragraphs D and E below and for a reasonable time before and after the scheduled event to allow time for preparation of the Facility for use and for clean up after the scheduled use.

B. The District shall have an exclusive license to use and control of the City of Flagstaff's Duck Pond Field during School Hours except that the City of Flagstaff may enter the Duck Pond Field for maintenance activities. The maintenance activities will occur at times agreed upon by the Parties.

C. This Agreement covers the use of all Facilities owned by the Parties provided:

1. That any desired or proposed use by the Visiting Party is not prohibited by the terms of any instrument granting the Host Party the right to use or occupy such facility;

2. That no desired or proposed use by the Visiting Party shall be any greater in scope than the use allowed to the Host Party; and

3. That the Visiting Party shall not take any action or perform any activity which may cause the loss, forfeiture or defeasance of any right or privilege of the Host Party with respect to that facility.

SECTION 2: SCHEDULING AND PRIORITIES OF USE

A. The Host Party shall retain the right of first priority in the scheduling and use of its Facilities, with the exception of the Duck Pond Field as described in Section 1, Paragraph B above, as if this Agreement did not exist, and shall grant the Visiting Party the next following priority.

B. Except for Jay Lively Activity Center (for which a reduced fee will be charged) and the Flagstaff Aquaplex, a Host Party shall not charge the Visiting Party for the use of Host Party Facilities unless expressly provided herein.

C. During Non-school Hours, the City, through its Recreation Section, is responsible for scheduling, allocating time, and assessing fees, if any, for the use of all District fields by Users, except High School fields. During times allocated by the District, the City is responsible for scheduling, allocating time, and assessing fees, if any, for all remaining Facilities.

D. The Director of the City's Community Enrichment Services Division, or his or her designee, shall be responsible for approving and maintaining the schedule of the City's Facilities, and shall ensure that the District has access to the Facilities at the scheduled times.

E. The Assistant Superintendent in charge of facilities, or his or her designee, shall be responsible to approve and maintain the schedule of the District's Facilities, and shall ensure that the City has access to the Facilities at the scheduled times.

F. Each Host Party shall, to the extent practicable, make its cleaning and maintenance personnel, supplies and equipment available to the Visiting Party during and immediately following the Visiting Party's use of the Host Party's Facilities. To the extent that the Visiting Party requires the presence of personnel of the Host Party who would not otherwise be present, then the Visiting Party shall pay the Host Party the actual cost of providing such personnel within thirty (30) days of delivery by the Host Party of an invoice therefor. Agents, employees and contractors hired by each Party to provide supervisory, security or other services at the Host Party's Facilities shall be and remain the agent or employee of the Party by whom the agent, employee or contractor is hired. If no Host Party personnel are required for the Visiting Party's use of the Facilities, a Host Party may agree to provide keys to a Facility to the Visiting Party to provide access.

G. If an emergency prevents a scheduled use of a Facility by a Visiting Party, the Host Party shall notify the Visiting Party as soon as is practicable following discovery of the emergency situation, and the Host Party shall use all reasonable effort to accommodate the Visiting Party in rescheduling use of the Facility. As used herein, the term "emergency" shall mean (1) a condition of force majeure, (2) an unforeseeable human-caused event (such as vandalism or bombing), or (3) an unforeseeable (with the exercise of reasonable diligence) scheduling conflict with an essential (i) government function in the case of the City, or (ii) a school function in the case of the District.

H. The District, through its Athletic Director or Principal, may ask the City to postpone the City's scheduled use of a facility or field by giving the City notice of such request not less than forty-eight (48) hours prior to the time that the City is expected to vacate or suspend use of a District facility or field, thus enabling the City time to reschedule or locate other facilities. Notice of less than forty-eight hours is unacceptable and a breach of this Agreement unless an emergency exists as described in Section 2, Paragraph G above.

SECTION 3: CONDITIONS OF USE

A. A Visiting Party's use of a Host Party's Recreational Facilities shall not interfere with the Host Party's use of its facilities in the usual conduct of its business (*i.e.*, governmental operations by the City and school activities by the District), nor be inconsistent with the intended and normal use of such facilities (*e.g.*, playing basketball in a classroom).

B. During a Visiting Party's use of the Host Party's Facility, the Visiting Party shall:

1. provide all necessary and appropriate supervision and supplies for the activities conducted at such Facilities;

2. provide and maintain such supervision and security at such Facilities as may be necessary to ensure that all Users of Facility the shall have proper access to the Facility and shall not enter any part of the land, buildings or improvements of the Host Party, other than the Facilities for the use of which authority is herein granted;

3. be responsible for all expenses related to the supervision, security and supplies required in conjunction with activities conducted at the Host Party's Facilities, and for the control, administration and supervision of its personnel and of the programs and activities so conducted;

4. be responsible for broom-cleaning and trash pick-up at each Facility at the end of each such use, and (to the extent possible during or immediately following such use) for repairing, replacing, remedying and reporting any and all damage caused to or at such Facility by such Party's use;

5. maintain any and all records properly required for and associated with the conduct of such activities; and

6. inspect the Host Party's Facilities being used and all fixtures and equipment used therein, for safety conditions and for damage, at the beginning and end of each period of use.

C. During a Visiting Party's use of a Host Party's Facilities hereunder, the Host Party shall provide all major equipment inherent to operation of intended use (*e.g.*, scoreboards, pool tables, basketball backboards and volleyball standards/nets).

SECTION 4: MEETINGS

A. During the term of this Agreement, the Parties shall meet not less than three times per year to discuss and determine:

1. the schedules for the use of Facilities and any projected closure dates;

2. any required maintenance or repair of the Facilities;

3. any proposed capital improvements to be made in the foreseeable future; and

4. any other matter concerning the Facilities that may arise.

B. Meetings shall be held prior to the beginning of each semester of the District calendar. Prior to June 15 each year, the District shall notify the City of the dates for the meetings to be held in the upcoming year. Meeting dates may be rescheduled by mutual agreement of the Parties, and the time of day the meeting is to be held shall be as agreed upon by the Parties. Other meetings may be held as necessary, and such extraordinary meetings may be called by either Party following notice to the other Party.

C. Each Party shall present to the other Party a list of the times during which the Party requests use of the other Party's Facilities. Such list shall project a minimum of three months of time, but should project as far into the coming fiscal year as is practicable. Subject to Section 2A herein, the Parties shall honor the other Party's request to the fullest extent possible. Each Party shall print the schedules covering its Facilities and provide a printed copy to the other Party to be retained in that Party's records.

SECTION 5: MAINTENANCE, REPAIRS AND IMPROVEMENTS

A. This Agreement shall not be construed to affect any agreement existing between the Parties at the time of execution of this Agreement, relating to the maintenance of school sites, including grass cutting, maintenance of irrigation, drainage, electric and water lines, and other City-maintained equipment and facilities, not specifically covered by the terms of this Agreement.

B. Neither Party shall make any repair or improvement to the facilities or other property of the other without such other Party's consent.

C. The City shall continue to bear primary responsibility for the maintenance of City-bond-improved Facilities that are owned by the District and used by the City and the general public to the standard or level to which the Facilities have been so improved; provided, however, that the District shall allow the City reasonable access to such Facilities in order to maintain them and continue to provide at such Facilities trash pick-up and such other routine daily maintenance as shall be required by its own uses at such Facilities (particularly during the school year). A list of the City-bond-improved Facilities owned by the District is attached as Exhibit B.

D. The City shall be responsible for an annual payment to the District of twenty-five thousand dollars ($25,000) for the maintenance and repair of District Facilities that are shared by the City and the public. This payment compensates the District for the wear-and-tear to the District Facilities due to use for City programs and use by the general public. Payments for Facility maintenance and repair shall be made at the start of each fiscal year.

E. If, for any reason, funds are not appropriated by the City to provide for maintenance of District facilities for the purposes provided in this Agreement, the City may terminate the Agreement at the end of the fiscal period in which the last appropriation occurred following notice delivered not less than ninety (90) days prior to the end of same fiscal year.

F. Except as otherwise provided herein, each Party shall be responsible for the maintenance and repair of its own Facilities in accordance with recreation industry standards generally, and with all health and/or safety standards, rules, regulations and laws applicable to such Party.

G. Except as otherwise noted herein, each Party shall repair or replace any and all damage to its Facilities as soon as practicable, regardless of fault or of whose activities caused such damage. In the event that a Host Party has good cause to believe that use by the Party has caused damage, other than regular wear-and-tear, to one or more of its Facilities, then such Host Party shall, as soon as practicable, notify the Visiting Party in writing of the nature and extent of such damage, the date and time it is believed to have been caused, the cost of repair or replacement (as necessary), and all other information available to the Host Party indicating the source or cause of such damage. Upon such notification, the Visiting Party may, with the consent of the Host Party, complete such repair or replacement. Or, the Visiting Party may agree to pay for the cost of such replacement or repair upon presentation of invoices showing the actual cost of repair or replacement. If the Visiting Party agrees that it or one of its approved Users caused the damage, then the Visiting Party shall reimburse the Host Party for the cost of the repairs or replacement, within thirty (30) days of delivery of such invoices or shall complete the necessary replacement or repair. If the Visiting Party does not agree, the Parties will attempt to resolve the matter as described in Section 12 of this Agreement.

H. The City will build a retention pond on City property to correct drainage problems that also impact the adjacent Cromer Field located at Cromer Stadium on the Coconino High School campus. The District will provide staking for the retention pond. The District will landscape the pond and the hillside; and the District will thereafter maintain the retention pond and easement to the pond. After the pond is completed, the District shall maintain the retention pond, including silt removal and weed suppression; and the District will obtain written approval from the City prior to making any changes to the site. The City will maintain the inflow and outflow from the retention pond. The District hereby grants a license to the City to access the pond through the Coconino baseball field for the duration of the construction of the retention pond.

SECTION 6: INDEMNIFICATION

To the extent allowed by Arizona law, each Party (as "Indemnitor") agrees to indemnify, defend and hold harmless the other Party (as "Indemnitee") from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of this Agreement, but only to the extent that

such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct or other fault of the Indemnitor or its officers, officials, agents, employees, or volunteers.

SECTION 7: INSURANCE

Each Party to this Agreement shall procure and maintain for the duration of the Agreement, Commercial General Liability insurance against claims for injury to persons or damage to property which may arise from or in connection with this Agreement. Such policy shall include broad form contractual coverage and shall name the other Party as an additional insured. Nothing in this Section shall be construed to prohibit a Party from being self-insured.

The minimum amount of such coverage shall be in the amount of One Million Dollars ($1,000,000) for each occurrence, One Million Dollar ($1,000,000) Products and Completed Operations Annual Aggregate and a Two Million Dollar ($2,000,000) General Aggregate Limit.

The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.

If any part of this Agreement is contracted, subcontracted or vended, each Party shall require its contractor(s), subcontractor(s), and vendors to name the other Party as an additional insured to the same extent they are named as an additional insured as required under the contract.

SECTION 8: OWNERSHIP OF EQUIPMENT, FIXTURES AND IMPROVEMENTS

All tangible personal property (such as equipment, supplies and materials) brought to or used upon a Facility shall be and remain the property of the Party providing the property. All fixtures and improvements installed or affixed in or upon a Facility shall become the property of the Host Party at the time installed or affixed.

SECTION 9: AUTHORITY TO CONTRACT

Each Party represents and warrants that it has full power and authority to enter into this Agreement, to perform its obligations under this Agreement, and has taken all required acts or actions necessary to authorize the execution and performance of the Agreement. Each Party represents and warrants that the person signing this Agreement on that Party's behalf has been duly authorized by the Party to sign and bind the Party to this Agreement.

SECTION 10: NOTICES

Unless otherwise specified herein, any notice or other communication required or permitted to be given under this Agreement shall be in writing and sent to the address given below for the Party to be notified, or to such other address, notice of which is given in compliance with this Section:

If to the City:

Community Enrichment Services
Director
City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001

If to the Flagstaff Unified School District:

Superintendent
Flagstaff Unified School District #1
3285 East Sparrow Avenue
Flagstaff, Arizona 86004

SECTION 11: EFFECTIVE DATE AND TERM

This Agreement shall be recorded in the official records of Coconino County, Arizona, as soon as possible, but in any event within ten days of execution, and it shall be effective as of the date it is recorded.

The term of this Agreement shall be three (3) years from its effective date, and is subject to automatic renewal for successive three-year periods unless either Party elects to terminate in accordance with the terms and conditions of this Agreement.

SECTION 12: DISPUTE RESOLUTION

The Parties hereby covenant and agree to make all reasonable effort to resolve any and all disputes arising under this Agreement by such informal method of dispute resolution as shall provide the most efficient, expeditious, fair and inexpensive resolution of such matter.

SECTION 13: INTEGRATION

Each of the Parties acknowledges and agrees that it has not relied upon any statements, representations, agreements or warranties, except as expressed herein, and that this Agreement constitutes the Parties' entire agreement with respect to the matters addressed in the Agreement. All prior or contemporaneous agreements and understandings, oral or written, with respect to such matters are hereby superseded and merged in the Agreement.

SECTION 14: TERMINATION

This Agreement may be modified or amended only by written agreement executed by both of the Parties and duly filed with the Coconino County Recorder. Any such modification or amendment will become effective no earlier than the date of such filing.

This Agreement may be terminated by either Party for any or no reason upon the terminating Party delivering notice of intent to terminate to the non-terminating Party not less than ninety (90) days prior to the effective date of such termination.

Each Party acknowledges that this Agreement may be terminated as provided in Arizona Revised Statutes §38-511.

SECTION 15: NO ASSIGNMENT; BINDING EFFECT

The benefits of this Agreement may not be assigned by either Party. The duties and obligations of this Agreement may be delegated by either Party and shall be binding upon the successors and delegees.

SECTION 16: SEVERABILITY

In the event that a court of competent jurisdiction shall hold any part or provision of this Agreement void or of no effect, the remaining provisions of this Agreement shall remain in full force and effect, to the extent that the continued enforcement of such remaining terms shall continue to reflect substantially the intent of the Parties hereto.

SECTION 17: WAIVER

No failure to enforce any condition or covenant of this Agreement shall imply or constitute a waiver of the right to insist upon performance of such condition or covenant, of or any other provision hereof, nor shall any waiver by either Party of any breach of any one or more conditions or covenants of this Agreement constitute a waiver of any succeeding or other breach hereunder.

SECTION 18: GOVERNING LAW

This Agreement shall be governed, interpreted and enforced in accordance with the laws of the State of Arizona.

SECTION 19: COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

SECTION 20: COMPLIANCE WITH FEDERAL IMMIGRATION LAWS AND REGULATIONS

Each party warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214(A). The Parties acknowledge that pursuant to A.R.S. § 41-4401 a breach of this warranty is a material breach of this contract subject to penalties up to and including termination of this Agreement, and that the Parties retain the legal right to inspect the papers of any employee who works for either Party to ensure compliance with this warranty

IN WITNESS WHEREOF, the Parties have executed this Agreement by signing their names on the day and date first written above.

CITY OF FLAGSTAFF, AN ARIZONA MUNICIPAL CORPORATION

By: _____
Sara Presler
Mayor

Attest: City Clerk

_____
Margie Brown

FLAGSTAFF UNIFIED SCHOOL DISTRICT NO. ONE OF COCONINO COUNTY ARIZONA, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA

By: _____
Kevin Brown
Superintendent

Attest:

_____

In accordance with A.R.S. Section 11-952, the undersigned, as legal counsel for the City of Flagstaff, has reviewed the foregoing intergovernmental agreement and has determined that it is in appropriate form and is within the powers and authority granted to the City.

Michelle D'Andrea
for Pat Boomsma, Attorney for City

In accordance with A.R.S. Section 11-952, the undersigned, as legal counsel for Flagstaff Unified School District No. One has reviewed the foregoing intergovernmental agreement and has determined that it is in appropriate form and is within the powers and authority granted to the DISTRICT.

MANGUM, WALL, STOOPS AND WARDEN

_____
Kathryn A. Munro, Attorneys for Flagstaff Unified School District No. One

Exhibit A

City use of District Facilities
Mount Elden Middle School gym and dome
Flagstaff Middle School gym
Flagstaff High School gym and dome
Coconino High School gym, baseball diamond and softball field
Sinaqua High School gym and small gym
Sechrist Elementary School gym
South Beaver Elementary School gym
Christensen Elementary School gym
DeMiguel Elementary School gym
Kinsey Elementary School gym
Marshall Elementary School gym
Thomas School gym
Weitzel Elementary School gym

District Use of City Facilities
Thorpe senior baseball diamond
Thorpe multipurpose field
Thorpe softball complex
Floxglenn baseball diamond, softball field, and soccer fields
Continental baseball fields numbers four and five
Thorpe Duck Pond field
Thorpe tennis courts numbers one through four
Flagstaff Recreation Center tennis courts
Jay Lively Activity Center

Public Use of District Facilities arranged by City
Mount Elden Middle School field
Flagstaff Middle School field
Flagstaff High School baseball diamond, softball field, and football field
Coconino High School baseball diamond, softball field, and football field
Sinaqua High School baseball diamond, softball field, and football field
Sechrist Elementary School field
South Beaver Elementary School field
Christensen Elementary School field
DeMiguel Elementary School field
Cromer Elementary School field
Kilip Elementary School field

Public Use of District Facilities arranged by District
Flagstaff Middle School gym
Mount Elden Middle School gym

Exhibit B

Mount Elden Middle School multi-use field
Kilip Elementary School, 3 multi-use fields
Christensen Elementary School multi-use field
Sechrist Elementary School, 2 multi-use fields
Thomas School multi-use field